

This Page Is Inserted by IFW Operations  
and is not a part of the Official Record

## **BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning documents *will not* correct images,  
please do not report the images to the  
Image Problem Mailbox.**



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/877,694	06/08/2001	Walter Hamscher	11503-005001	8901
26161	7590	07/14/2004	EXAMINER	
FISH & RICHARDSON PC 225 FRANKLIN ST BOSTON, MA 02110			STEVENS, ROBERT	
		ART UNIT	PAPER NUMBER	
		2176		

DATE MAILED: 07/14/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	Application No.	Applicant(s)
	09/877,694	HAMSCHER, WALTER
	Examiner	Art Unit
	Robert M Stevens	2176

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on 08 June 2001.  
 2a) This action is **FINAL**.                            2b) This action is non-final.  
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 1-8 is/are pending in the application.  
 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
 5) Claim(s) \_\_\_\_\_ is/are allowed.  
 6) Claim(s) 1-8 is/are rejected.  
 7) Claim(s) \_\_\_\_\_ is/are objected to.  
 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.  
 10) The drawing(s) filed on 08 June 2001 is/are: a) accepted or b) objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)  
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)  
 3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
 Paper No(s)/Mail Date \_\_\_\_\_.  
 4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date. \_\_\_\_\_.  
 5) Notice of Informal Patent Application (PTO-152)  
 6) Other: \_\_\_\_\_.

**DETAILED ACTION**

1. Claims 1-8 are pending in Application No. 09/877,694, entitled "Document Negotiation", filed 6/8/2001.
2. No IDS has been filed as of the date of this communication.

***Drawings***

3. The Office objects to drawings as submitted by Applicant. Refer to the attached Notice of Draftperson's Patent Drawing Review form (PTO-948).

***Specification***

4. The disclosure is objected to because of the following informalities:  
On page 13 line 22, the reference to figure "4" should be to figure "6". Please correct all spelling/grammar/etc. errors throughout the specification.
5. The incorporation by reference on page 20 lines 20-21 is improper. The referenced US non-provisional application, 09/489,197, has been abandoned. The '197 application should be incorporated as an appendix to the instant application or submitted in an Information Disclosure Statement. The Office notes that the Applicant is not a named inventor on the '197 application, and that the '197 application and the instant application are not commonly owned. So it is unclear how Applicant is even aware of the subject matter of the referenced application. See MPEP 608.01(p).

***Claim Rejections - 35 USC § 102***

6. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

7. **Claim 3 is rejected under 35 U.S.C. 102(b)** as being anticipated by Rubin, Charles, Running Microsoft Word 2000, Microsoft Press (c) 1999, pp. 7, 21, 63, 485-488, 647, 664-666, 701, 824 and 841.

**Regarding independent method claim 3**, Rubin discloses:

*A method comprising*

*enabling a party to a negotiation to create a document containing text* (p. 7, first sentence under heading "Documents"), *typed data* (p. 63, first sentence under "Typing to Replace a Selection") and *formulas configured to generate optional texts*, (p. 647, last paragraph under heading "Text Entry")

*enabling a party to the negotiation to add annotations to the document*, (p. 824, bulleted paragraph labeled "Comments") and

*maintaining a version history of portions of the document sufficient to enable a user to view and display changes between successive versions of the document.* (p. 824, bulleted paragraph labeled "Versions")

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

**Claims 1, 2, 4, 5, 6<sub>1</sub>, 6<sub>2</sub>, 6<sub>3</sub>, 6<sub>4</sub>, 6<sub>5</sub>, 7<sub>1</sub>, 7<sub>2</sub>, 7<sub>3</sub>, 7<sub>4</sub>, and 7<sub>5</sub> are rejected under 35 U.S.C. 103(a)** as being unpatentable over Rubin in view of Kudo et al., "XML Document Security based on Provisional Authorization", Proceedings of the 7<sup>th</sup> ACM Conference on Computer and Communications Security, Nov. 2000, pp. 87-96 (hereafter referred to as "Kudo").

**Regarding independent method claim 1**, Rubin discloses:

*A method comprising  
enabling a party to a negotiation to create a document containing  
text (p. 7, first sentence under heading "Documents"), typed data (p. 63,  
first sentence under "Typing to Replace a Selection") and formulas  
configured to generate optional texts, (p. 647, last paragraph under  
heading "Text Entry")*

However, Rubin does not explicitly disclose:

*enabling a party to the negotiation to manipulate the document as a  
hierarchically structured set of containers, and*

Kudo, though, discloses this limitation on page 90 in Figure 2, labeled "Object and subject hierarchy".

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow authorizations specified for an element to be applicable to all of its nodes as taught by Kudo in the sixth sentence (“In other words, ....) under the heading “5.1.2 Objects” on page 92.

Rubin, furthermore, does not explicitly disclose:

*permitting a party to view protected portions of the document only upon presentation of a cipher key associated with those portions.*

Kudo, though, discloses this limitation on page 91 in the section entitled “4.3 Encryption Transcoding”. Note especially: “This means that the guest who knows the values of the key1234 can understand the *t\_and\_c* element.”

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would protect target data by transforming the original data into a secure representation as taught by Kudo in the first sentence (“In this section, ....) under the heading “4 Security Transcoding” on page 89.

**Regarding multiple dependent claim 6<sub>1</sub>**, which is dependent upon independent claim 1, Rubin does not explicitly disclose:

*also including transmitting a state and history of the negotiation from user to user using a network communication protocol.*

However, Kudo discloses:

*also including transmitting a state (p. 91, Figure 6 box labeled "status") and history of the negotiation (p. 91, Figure 6 boxes labeled "log") from user to user using a network communication protocol. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding claim 7<sub>1</sub>**, which is dependent upon multiple dependent claim 6<sub>1</sub>, Rubin does not explicitly disclose:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer.*

However, Kudo discloses:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would

allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding independent method claim 2**, Rubin discloses:

*A method comprising  
enabling a party to a negotiation to create a document containing  
text (p. 7, first sentence under heading "Documents"), typed data (p. 63,  
first sentence under "Typing to Replace a Selection") and formulas  
configured to generate optional texts, (p. 647, last paragraph under  
heading "Text Entry")*

*maintaining a version history of portions of the document sufficient  
to enable a user to view and display changes between successive  
versions of the document. (p. 824, bulleted paragraph labeled "Versions").*

However, Rubin does not explicitly disclose:

*enabling a party to the negotiation to manipulate the document as a  
hierarchically structured set of containers, and*

Kudo, though, discloses

*enabling a party to the negotiation to manipulate the document as a  
hierarchically structured set of containers, (90 in Figure 2, labeled "Object  
and subject hierarchy")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow authorizations specified for an element to be applicable to all of its nodes as

taught by Kudo in the sixth sentence ("In other words, ....) under the heading "5.1.2 Objects" on page 92.

**Regarding multiple dependent claim 6<sub>2</sub>**, which is dependent upon independent claim 2, Rubin does not explicitly disclose:

*also including transmitting a state and history of the negotiation from user to user using a network communication protocol.*

However, Kudo discloses:

*also including transmitting a state (p. 91, Figure 6 box labeled "status") and history of the negotiation (p. 91, Figure 6 boxes labeled "log") from user to user using a network communication protocol. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding claim 7<sub>2</sub>**, which is dependent upon multiple dependent claim 6<sub>2</sub>, Rubin does not explicitly disclose:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer.*

However, Kudo discloses:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding multiple dependent claim 6<sub>3</sub>**, which is dependent upon independent claim 3 (which was previously discussed in the preceding section addressing 35 USC 102(b) rejections), Rubin does not explicitly disclose:

*also including transmitting a state and history of the negotiation from user to user using a network communication protocol.*

However, Kudo discloses:

*also including transmitting a state (p. 91, Figure 6 box labeled "status") and history of the negotiation (p. 91, Figure 6 boxes labeled "log") from user to user using a network communication protocol. (p. 94, first*

paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding claim 7<sub>3</sub>**, which is dependent upon multiple dependent claim 6<sub>3</sub>, Rubin does not explicitly disclose:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer.*

However, Kudo discloses:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding independent method claim 4**, Rubin discloses:

*A method comprising  
enabling a party to a negotiation to create a document containing  
text (p. 7, first sentence under heading "Documents"), typed data (p. 63,  
first sentence under "Typing to Replace a Selection") and formulas  
configured to generate optional texts, (p. 647, last paragraph under  
heading "Text Entry")*

*maintaining a version history of portions of the document sufficient  
to enable a user to view and display changes between successive  
versions of the document. (p. 824, bulleted paragraph labeled "Versions").*

However, Rubin does not explicitly disclose:

*enabling a party to the negotiation to manipulate the document as a  
hierarchically structured set of containers, and*

Kudo, though, discloses

*enabling a party to the negotiation to manipulate the document as a  
hierarchically structured set of containers, (90 in Figure 2, labeled "Object  
and subject hierarchy")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow authorizations specified for an element to be applicable to all of its nodes as taught by Kudo in the sixth sentence ("In other words, ....) under the heading "5.1.2 Objects" on page 92.

Rubin, furthermore, does not explicitly disclose:

*permitting a party to view protected portions of the document only upon presentation of a cipher key associated with those portions.*

Kudo, though, discloses this limitation on page 91 in the section entitled “4.3 Encryption Transcoding”. Note especially: “This means that the *guest* who knows the values of the key1234 can understand the *t\_and\_c* element.”

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would protect target data by transforming the original data into a secure representation as taught by Kudo in the first sentence (“In this section, ....) under the heading “4 Security Transcoding” on page 89.

**Regarding multiple dependent claim 6<sub>4</sub>**, which is dependent upon independent claim 4, Rubin does not explicitly disclose:

*also including transmitting a state and history of the negotiation from user to user using a network communication protocol.*

However, Kudo discloses:

*also including transmitting a state (p. 91, Figure 6 box labeled “status”) and history of the negotiation (p. 91, Figure 6 boxes labeled “log”) from user to user using a network communication protocol. (p. 94, first paragraph under “6. Web Applications”, noting “the client’s browser initiates the communication and the server responds [sic] to it.”)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding claim 7<sub>4</sub>**, which is dependent upon multiple dependent claim 6<sub>4</sub>, Rubin does not explicitly disclose:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer.*

However, Kudo discloses:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding independent method claim 5, Rubin discloses:**

*A method comprising*

*enabling a party to a negotiation to create a document containing text (p. 7, first sentence under heading "Documents"), typed data (p. 63, first sentence under "Typing to Replace a Selection") and formulas configured to generate optional texts, (p. 647, last paragraph under heading "Text Entry")*

*maintaining a version history of portions of the document sufficient to enable a user to view and display changes between successive versions of the document. (p. 824, bulleted paragraph labeled "Versions")*

*enabling a party to the negotiation to add annotations to the document, (p. 824, bulleted paragraph labeled "Comments")*

However, Rubin does not explicitly disclose:

*enabling a party to the negotiation to manipulate the document as a hierarchically structured set of containers, and*

Kudo, though, discloses

*enabling a party to the negotiation to manipulate the document as a hierarchically structured set of containers, (90 in Figure 2, labeled "Object and subject hierarchy")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow authorizations specified for an element to be applicable to all of its nodes as taught by Kudo in the sixth sentence ("In other words, ....) under the heading "5.1.2 Objects" on page 92.

Rubin, furthermore, does not explicitly disclose:

*permitting a party to view protected portions of the document only upon presentation of a cipher key associated with those portions.*

Kudo, though, discloses this limitation on page 91 in the section entitled “4.3 Encryption Transcoding”. Note especially: “This means that the guest who knows the values of the key1234 can understand the *t\_and\_c* element.”

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would protect target data by transforming the original data into a secure representation as taught by Kudo in the first sentence (“In this section, ....) under the heading “4 Security Transcoding” on page 89.

**Regarding multiple dependent claim 6<sub>5</sub>**, which is dependent upon independent claim 5, Rubin does not explicitly disclose:

*also including transmitting a state and history of the negotiation from user to user using a network communication protocol.*

However, Kudo discloses:

*also including transmitting a state (p. 91, Figure 6 box labeled “status”) and history of the negotiation (p. 91, Figure 6 boxes labeled “log”) from user to user using a network communication protocol. (p. 94, first paragraph under “6. Web Applications”, noting “the client’s browser initiates the communication and the server responds [sic] to it.”)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

**Regarding claim 7<sub>5</sub>**, which is dependent upon multiple dependent claim 6<sub>5</sub>, Rubin does not explicitly disclose:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer.*

However, Kudo discloses:

*in which the protocol includes e-mail, client-server file transfer, or peer-to-peer file transfer. (p. 94, first paragraph under "6. Web Applications", noting "the client's browser initiates the communication and the server responds [sic] to it.")*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to integrate such a methodology into a Web-based application as taught by Kudo in Figure 8 and the second sentence ("In this section, ....) under the heading "6 Web Applications" on page 94.

It also would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit Rubin because these references were all applicable to the same field of endeavor, i.e., the use of object oriented technology.

8. **Claim 8 is rejected under 35 U.S.C. 103(a)** as being unpatentable over Rubin in view of Kudo and further in view of Roth (US patent No. 6,604,105, filed Sep. 27, 2000) and David Flanagan, JAVA Examples in a Nutshell: a Tutorial Companion to JAVA in a Nutshell, O'Reilly & Associates, Inc., Sep. 1997, pp. 355, 356 and 362-366.

**Regarding independent apparatus claim 8**, the claim in its entirety states:

*Apparatus comprising a medium on which are stored data structures capable of configuring a machine to enable a negotiation of a document,*

*the data structures comprising*

*linked discrete elements,*

*each of the linked elements having value binding and formula features,*

*each of the elements being linked into a hierarchical structure,*

*each of the linked elements having annotation features,*

*the data structures being expressed in a serialized data format that represents content of the linked discrete elements encrypted separately for each group of users able to access parts of the document,*

*the content of linked discrete elements being associated with a version history capable of configuring a machine to render complete document versions, and*

*software capable of configuring the machine to enable a user to create the document, edit the document by adding new versions, attach messages, add, remove and change the access rights of users with respect to individual document elements, compare and merge documents, and purge version histories.*

Rubin discloses:

*formula features; (p. 647, last paragraph)*

*capable of configuring a machine to render complete document versions (p. 824, noting the bulleted label “Versions”),*

*software capable of configuring the machine to enable a user to create the document ( p. 21, Figure 2-2, noting the “new Blank Document” toolbar icon), edit the document by adding new versions (p. 824, noting the bulleted label “Versions”), attach messages (p. 824, noting the bulleted label “Comments”), compare and merge documents (p. 841, first paragraph under “Consolidating Changes and Comments”, noting “You can merge or compare ....”), and purge version histories (p. 841, section entitled “Deleting a Version”, noting “to delete one or more versions ....”).*

However, Rubin does not explicitly disclose:

*linked discrete elements,  
each of the linked elements having value binding*

Kudo, though, discloses:

*linked discrete elements,*

*each of the linked elements having value binding* (p. 91, Figure 4, noting the t\_and\_c element is bound to the string "Purchase of \$1M over one-year")

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow a programmer to also replace the bound clear text value with a (bound) encrypted value as taught by Kudo in Figure 5 of section "4.3 Encryption Transcoding" on page 91.

Further, Rubin does not explicitly disclose:

*each of the elements being linked into a hierarchical structure,*

Kudo, though, discloses:

*each of the elements being linked into a hierarchical structure,* (p. 90, Figure 2, which is labeled as "Object and subject hierarchy")

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow authorizations specified for an element to be applicable to all of its nodes as taught by Kudo in the sixth sentence ("In other words, ....) under the heading "5.1.2 Objects" on page 92.

Further, Rubin does not explicitly disclose:

*each of the linked elements having annotation features,*

Kudo, though, discloses:

*each of the linked elements having annotation features, (p. 90 Figure 2. Note that the level 1 node "contractor" contains a comments element [or annotation features].)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow authorizations specified for an element to be applicable to all of its nodes as taught by Kudo in the sixth sentence ("In other words, ....) under the heading "5.1.2 Objects" on page 92.

Further, Rubin does not explicitly disclose:

*the content of linked discrete elements being associated with a version history,*

Kudo, though, discloses:

*the content of linked discrete elements being associated with a version history, (p. 91 Figure 6. Note that the log elements contain edits to various version of the contract document.)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would allow for the monitoring of who accesses confidential information as taught by Kudo in the first bullet under the heading "3. Provisional Authorization" on page 88.

Further, Rubin does not explicitly disclose:

*add, remove and change the access rights of users with respect to individual document elements,*

Kudo, though, discloses:

*add, remove and change the access rights of users with respect to individual document elements, (p. 90 section 4.1 in which an administrator can grant [add], deny [remove], or change between the grant/deny options for access to elements such as t\_and\_c, contract, etc.)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would limit a user's access to particular elements of a document as taught by Kudo in the last paragraph ("the first authorization decision ....") on page 90.

Further, Rubin does not explicitly disclose:

*for each group of users able to access parts of the document,*

Kudo, though, discloses:

*for each group of users able to access parts of the document, (p. 92, last paragraph under section "5.1 Syntax" discusses user and group access)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo for the benefit of Rubin because to do so would limit a user's access to particular elements of a document as taught by Kudo in the last paragraph ("the first authorization decision ....") on page 90.

Further, Rubin does not explicitly disclose:

*the data structures being expressed in a serialized data format that represents content of the linked discrete elements encrypted separately,*

Flanagan, though, discloses:

*the data structures being expressed in a serialized data format that represents content of the linked discrete elements encrypted separately, (p. 362, first sentence of the second paragraph under section entitled "Digitally Signed Objects" discusses the serialization of encrypted objects)*

It would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Flanagan for the benefit of Rubin in view of Kudo because to do so would a programmer to chose a preferred digital signature algorithm as taught by Flanagan in the last two sentences of the first paragraph of the "Digitally Signed Objects" section on page 362.

It also would have been obvious to one of ordinary skill in the art at the time of the invention to apply the teachings of Kudo and Flanagan for the benefit Rubin because these references were all applicable to the same field of endeavor, i.e., the use of object oriented technology.

### ***Conclusion***

9. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

**Non-patent Literature**

Chu-Carroll, Mark C., et al., "Coven: Brewing Better Collaboration Through Software Configuration Management", ACM SIGSOFT Software Engineering Notes, Proceedings of the 8<sup>th</sup> ACM SIGSOFT International Symposium on Foundations of Software Engineering: Twenty-first Century Applications, Vol. 25, Issue 6, Nov. 2000, pp. 88-97.

**US Patent Application Publications**

Royal	2001/0027459
Hamburg et al	2001/0049704
Gentner et al	2002/0107886
Berg et al	2002/0184264

**US Patents**

Sandhu et al	6,347,307
Vandersluis	6,356,920
Roth	6,604,105
Porter et al	6,675,299
Schwerdtfeger et al	6,725,424

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Robert M Stevens whose telephone number is (703) 605-4367. The examiner can normally be reached on M-F 7:00 - 3:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Feild can be reached on (703) 305-9792. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Robert M. Stevens  
Art Unit 2176  
Date: July 9, 2004

rms



JOSEPH FEILD  
SUPERVISORY PATENT EXAMINER